

JUDGE BUCHWALD

BETANCOURT, VAN HEMMEN, GRECO & KENYON LLC
 Attorneys for Plaintiff BRIDGE OIL LTD.
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09 CIV 8274

UNITED STATES DISTRICT COURT
 SOUTHERN DISTRICT OF NEW YORK

-----X
 BRIDGE OIL LTD.,

Plaintiff,

-against-

HULL & HATCH LOGISTICS LLC., a/k/a
 HULL HATCH LOGISTICS LLC., and
 H & H LINES LTD.

Defendants.
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Plaintiff, Bridge Oil Ltd. ("BOL"), by and through its attorneys, Betancourt, Van Hemmen, Greco & Kenyon LLC, for its Verified Complaint against Defendants Hull & Hatch Logistics LLC, a/k/a Hull Hatch Logistics LLC ("Hull & Hatch Logistics") and H & H Lines Ltd. ("H&H Lines"), alleges, on information and belief, as follows:

1. This is a case of admiralty and maritime jurisdiction as hereinafter more fully appears and is a maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure. This Court has admiralty jurisdiction over this claim pursuant to 28 U.S.C. §1333.

2. At all material times herein, plaintiff BOL was and is a foreign business entity which maintains a place of business at Boundary Hall, Cricket Square, Grand Cayman KY1-1102, Cayman Islands, BWI.

3. Upon information and belief, at all material times, Defendant Hull & Hatch is a foreign corporation with a place of business located at Suite 301, III Floor, Office Land Building, Karama, Dubai, United Arab Emirates.

4. Upon information and belief, at all material times, Defendant H & H Lines is a foreign corporation with a place of business also located at Suite 301, III Floor, Office Land Building, Karama, Dubai, United Arab Emirates. Defendant H & H Lines is the operator of the M/V Lobivia.

5. On or about August 5, 2009, BOL provided bunkers to the M/V LOBIVIA on the order of Hull & Hatch and H & H Lines pursuant to a contract of sale for marine fuel ("Bunkering Contract"). BOL's invoice issued in connection with the August 5, 2009 bunkering of the M/V LOBIVIA is attached hereto as Exhibit 1.

6. Plaintiff BOL has fully performed its obligations under the Bunkering Contract and has duly demanded payment from Hull & Hatch and H & H Lines, which have refused and failed to pay the amounts due.

7. The total outstanding amount due from Hull & Hatch and H & H Lines to BOL, arising out of the Bunkering Contract, excluding interest, expenses and attorneys fees, is \$356,000.

8. Pursuant to the terms and conditions of the Bunkering Contract, interest at the rate of 1.5 % per month is due on any unpaid invoices. Moreover, the Bunkering Contract provides for the application of English law to any disputes arising under it. English law provides for the recovery of attorneys fees by successful claimants. Accordingly, Plaintiff estimates the value of its claim to be:

Interest	\$ 106,800.00 (\$ 356,000 x 0.15/year x 2 years)
Attorneys Fees	\$ 50,000.00
<u>Outstanding Principal</u>	<u>\$ 356,000.00</u>
Total Claim:	\$ 512,800.00

BASIS FOR RULE B ATTACHMENT

9. Defendants cannot be found within the District within the meaning of Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, but, on information and belief, has, or will have, during the pendency of this action, property within the District, including funds or credits being held by, or transferred through, one or more garnishee banks or financial institutions within the District.

10. Defendants are engaged in the international shipping industry. It is the custom in the maritime industry for payments to be made in U.S. dollars. Defendant Hull & Hatch has paid three previous BOL invoices for bunkers by payment in U.S. dollars through the Standard Chartered Bank.

11. International U.S. dollar wire transfers are processed by intermediary banks located mainly in New York City through the Clearing House Interbank Payment System ("CHIPS"). Accordingly, Plaintiff believes property belonging to the Defendants is likely to be located in this District in the possession of those intermediary banks identified as garnishees herein.

WHEREFORE, Plaintiff prays:

A. That process in due form of law in accordance with Rule B of the Supplemental Rules for Certain Admiralty Claims and in the form of a Process of Maritime Attachment and Garnishment be issued and levied against all property of Hull & Hatch Logistics LLC and H & H Lines Ltd., within the District, including all funds being held by, or being transferred through, one or more of the garnishee banks or financial institutions within the District up to the amount of \$512,800.00;

B. That process in due form of law issue against Hull & Hatch Logistics LLC and H & H Lines Ltd., citing it to appear and answer under oath the matters alleged in this Verified Complaint, failing which default judgment be entered against it in the sum of \$356,000, plus interest, attorneys fees and costs of this matter;

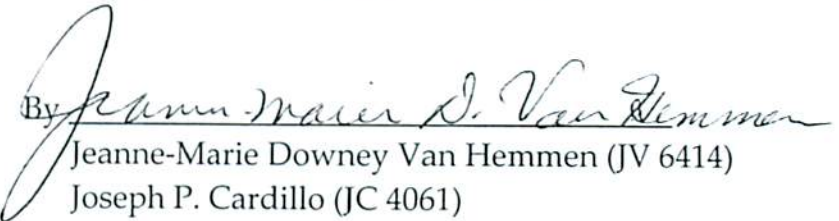
C. That judgment be entered against Defendant Hull & Hatch Logistics LLC and H & H Lines Ltd. for an amount of \$ 356,000 plus interest at the agreed rate of 1.5% per month and attorneys fees and costs of this matter; and

D. That this Court grant Plaintiff Bridge Oil Ltd. attorneys fees, interest and costs and such other, further and different relief as is deemed just and proper.

Dated: September 29, 2009

BETANCOURT, VAN HEMMEN, GRECO & KENYON LLC
Attorneys for Plaintiff BRIDGE OIL LTD.

By

A handwritten signature in cursive script, appearing to read "Jeanne-Marie D. Van Hemmen".

Jeanne-Marie Downey Van Hemmen (JV 6414)

Joseph P. Cardillo (JC 4061)

Attorneys for Plaintiff

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